DSHS/DBHR Contract Agreement Template for Substance Use PITA Services: 2011-2013

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1. Definitions.

a. "ADSA" means the Aging and Disability Services Administration or its successor.

b. "Alcohol and Drug Addiction Treatment and Support Act" (ADATSA), means a state fund for treatment of low-income or indigent patients assessed as alcohol or other drug dependent and is restricted to those who are unemployable as a result of their addiction.

c. "Assessment" means diagnostic services provided by a CDP or CDP trainee under CDP supervision to determine a client's involvement with alcohol and other drugs. See WAC 388-895-310 for a detailed description of assessment requirements.

d. "Awards and Revenues" or "A&R" details the Contractor's Awards and Revenues attached as Exhibit A.

e. "Awards" means the total funding of all individual awards DSHS allocates to the Contractor, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit A.

f. "BARS" means the Washington State Auditor's Office Budgeting, Accounting, and Reporting System which includes the DSHS HRSA-DASA Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR.

g. "Behavioral Health Administrator (BHA)" means the new functional title replacing the title Regional Administrator for the DSHS contact identified on page one of the Contract.

h. "Boilerplate Language" means the standard contract language, including General and Special terms, which will be common to all subcontracts issued by the Contractor for provision of the services required by this Contract.

i. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.

j. "Community Services Funds" means the state, SAPT and grant funding allocated to the Contractor by the state and is a term used in TARGET.

k. "Contractor Coordinator" means the person designated by the legislative authority of a Contractor to carry out administrative and oversight responsibilities of the Contractor chemical dependency and prevention programs.

l. "Criminal Justice Treatment Account Funds" means a state revenue source appropriated for drug and alcohol treatment and support services for offenders.

m. "Data" means information that is disclosed or exchanged as described by this Contract.

n. "Date of first contact" means the date a person contacts an agency by any means (walk-in, telephone call, referral through a physician, counselor or CDP, etc.) to request a service when the date for the service is scheduled at the time of the contact.

o. "DBHR" means the Division of Behavioral Health and Recovery or its successor.

p. "Dependent children" means children under age 18 living with the parent or through age 20 if enrolled in school and financially supported by the parent.

q. “Drug Court Funds” means funds appropriated for drug and alcohol treatment and support services for offenders within a Drug Court Program.

r. “Ensure” as to this Agreement means to make sure that something will happen or will be available within the resources identified in Exhibit A, A&R.

s. “GAIN-SS” means the Global Assessment of Individual Needs – Short Screener tool for conducting the integrated comprehensive screening for coordinating chemical dependency and mental health issues. The GAIN-SS is completed by the patient and interpreted by a CDP or CDP trainee under CDP supervision.

t. “Integrated Screen and Assessment” means a CDP or CDP trainee under CDP supervision conducts a face-to-face meeting with the patient to determine the patient’s involvement with alcohol and/or other drugs and indications of a co-occurring disorder.

u. “Indigent Patients” means those receiving a DSHS income assistance grant (e.g., GAU, GAX, ADATSA, TANF, SSI) or medical assistance program (Categorically Needy, Medically Needy, Medical Care Services). They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent patients unless they also receive one of the above grant or medical assistance programs.

v. “Interim Services” means services offered to an eligible patient denied admission to treatment due to a lack of capacity.

w. “Intravenous Drug User” (IVDU) means a person or patient who has used a needle one or more times to illicitly inject drugs.

x. “Low-Income Patient” means that individual whose gross household monthly income does not exceed the monthly income determined by 220% of the Federal Poverty Guidelines as eligible for low-income services. These individuals are eligible to receive services partially supported by Community Services Funds.

y. “Medicaid State Match” means those funds allocated and identified in the Contractor’s Service Rates Plan, from the state Awards provided under this Contract to pay the state’s share of the costs of services provided to Medicaid-eligible clients.

z. “Opiate Substitution Treatment Services” (OST) means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates.

aa. “Patient” means individuals who are actively receiving assessment or treatment services.

bb. “Performance-based Prevention System” or “PBPS” means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.

cc. “P-I-T-A” means Prevention, Intervention, Treatment and Aftercare.

dd. “Pregnant and Post-partum Women and Parenting Persons” (PPW) means

(1) Women who are pregnant.

(2) Women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children.

(3) Men or women who are parenting children under the age of six, including those attempting to gain custody of children supervised by the Department of Social and Health Services, Division of Children and Family Services (DCFS).

ee. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business on the fifteenth (15th) of each month for prevention activities provided during the previous month.

ff. "Revenues" or "Contractor Participation Match" means the Contractor's cost share of this Contract, as identified in the Awards and Revenues Exhibit.

gg. "Service Rate Plan" (SRP) means the biennial plan that itemizes the services and activities to be provided by the Contractor and states the negotiated reimbursement rate for the service, the negotiated youth maintenance of effort and Title-XIX set-aside amounts.

hh. "TARGET" means the Treatment and Assessment Report Generation Tool, the management information system maintained by DSHS that retains demographic, treatment, and ancillary service data on each individual receiving publicly-funded outpatient and residential chemical dependency treatment services in Washington State, as well as data on other general services provided.

ii. "Treatment Data" means information input to TARGET to record treatment services provided to patients. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into TARGET by the close of business on the tenth (10th) of each month for treatment services provided during the previous month.

jj. "Treatment Provider Worksheet" or "TPW" means the listing of the DSHS-certified agencies who are subcontractors of the Contractor. The TPW identifies the type of service provided by each subcontractor and indicates if the subcontractor may bill Medicaid.

kk. "Waiting List" means a list of persons for whom a date for service has not been scheduled due to a lack of capacity. A person will be selected from the list to fill an opening based on the required order of precedence identified in the Contract.

ll. "Young adult" means a person or patient from age 18 through age 20.

mm. "Youth" means a person or patient from age 10 through age 17.

2. Applicable Law.

This Contract contains links to both DSHS and Federal websites to provide references, information and forms for your use. Links may break or become inactive if a website is reorganized; DSHS is not responsible for links that do not respond as expected.

These legal resources identified below are incorporated by reference and include but are not limited to the following:

a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: General

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=e05a5d3b5c9521fa83bb6cf863ec842d&c=ecfr&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl

b. 42 CFR Subchapter A--General Provisions

Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr2_main_02.tpl

Part 8 Certification of Opioid Treatment Programs

http://www.access.gpo.gov/nara/cfr/waisidx_08/42cfr8_08.html

c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf5634f82becd9d1bdf1f59a5d478a12&rgn=div5&view=text&node=45:1.0.1.1.54&idno=45#45:1.0.1.1.54.12

d. Office of Management and Budget (OMB) links regarding federally required audit requirements A-87, A-122, A-133

http://www.whitehouse.gov/omb/circulars_default/ (scroll just over halfway down the page)

e. Washington Administrative Code, Department of Social and Health Services (WAC) Chemical Dependency assistance programs 388-800, Certification Requirements 388-805, WorkFirst 388-310

http://apps.leg.wa.gov/wac/default.aspx?cite=388

Washington Administrative Code, Department of Early Learning 170.295, 170.296

http://apps.leg.wa.gov/wac/default.aspx?cite=170

f. Revised Code of Washington (RCW)

Counselors 18.19, CDP's 18.205, Regulation of Health Professions18.130, Abuse of Children 26.44, Public Officers and Agencies 42, State Government (Executive) 43, Rules of the Road 46.61, Uniform Controlled Substances Act 69.50, Treatment for alcoholism, intoxication, and drug addiction 70.96A, Involuntary Commitment 70.96A.140, Developmental Disabilities 71.A, Abuse of Vulnerable Adults 74.34, Alcoholism and drug addiction treatment and support 74.50

http://apps.leg.wa.gov/rcw/

g. Budgeting, Accounting and Reporting System (BARS) including the DASA BARS Supplement

http://www.sao.wa.gov/EN/Audits/LocalGovernment/BarsManuals/Documents/2-dshsalcohol2011.pdf

h. Specific references may be found in individual contract sections.

3. Purpose.

The purpose of this Contract is for the Contractor to provide chemical dependency prevention, treatment and support services, generally in an outpatient setting, to eligible persons as part of the P-I-T-A continuum. These services and activities are identified and defined in RCW 70.96A and WAC 388-805.

4. Performance Work Statement – Outpatient Services.

a. Monitoring

The County shall make progress toward, meet or exceed the statewide mean 90 day retention rate as determined by DSHS. The 90-day retention performance measure will be determined by using a rolling 6-month average and be monitored on a monthly basis through DASA-TA or a report generated by DSHS. At the start of the contract, baseline outcomes for completion will be set according to past County performance; data for this measure will be based on the calendar year 2010 (12 months).

For purposes of this contract the word “progress” means achieving a minimum improvement increase of 1.5% in a fiscal quarter.

(1) Youth

(a) Effective July 1, 2011, if the County’s baseline is in good standing at or above the statewide mean of 65% for 90-day retention, the County shall maintain good standing.

If, during any monitored calendar quarter, the County falls below the statewide mean, the County shall follow the process for correction in Section b.

(b) Effective July 1, 2011, if the County’s baseline for 90-day retention performance is lower than the statewide mean, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide mean, by the end of the fiscal contract year. For example, if the County has a baseline completion rate of 46%, the expectation would be an increase of 4.6%.

If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section c.

(2) Adult

(a) Effective July 1, 2011, if the County is in good standing at or above the statewide mean of 62% for 90-day retention, the County shall maintain good standing.

If, during any monitored calendar quarter, the County falls below the statewide mean, the County shall follow the process for correction in Section b.

(b) Effective July 1, 2011, if the County’s baseline for 90-day retention performance is lower than the statewide mean, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide mean, by the end of the fiscal contract year. For example, if the County has a baseline completion rate of 46%, the

expectation would be an increase of 4.6%.

If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section c.

b. Performance linked to payment for a county falling below the statewide mean

If performance outcome falls below the statewide mean or performance expectation within a calendar quarter, as determined through DASA-TA or report generated by DSHS, the County shall:

(1) Submit a Performance Improvement Plan (PIP) to the DSHS Manager within 45 days of notice by DSHS.

(2) Have 90 days to return to the original individual 90-day retention baseline percentage.

(3) Submit an updated PIP requesting an additional 90 days for performance improvement to the DSHS Manager, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

c. Performance linked to payment for a county starting below the statewide mean

If performance outcome does not demonstrate progress toward the expected rate for 90 day retention within a calendar quarter, as determined through DASA-TA or report generated by DSHS, the County shall:

(1) Submit a Performance Improvement Plan (PIP) to the DSHS Manager within 45 days of notice by DSHS.

(2) Have 90 days to demonstrate progress toward the expected rate for 90-day retention.

(3) Submit an updated PIP requesting an additional 90 days for performance improvement to the DSHS Manager, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

d. End of year performance

(1) If, at the end of the fiscal contract year, the County has not met its performance expectations (maintaining performance at or above the mean, increasing by 10% or returning to previous baseline percentage) the County shall re-procure for services.

(2) The County shall submit its Request for Proposals (RFP) to the DSHS Manager for approval prior to sending it to prospective providers and be able to identify what new parameters will be used in seeking a provider that can meet the performance expectations.

e. End of year performance when county is service provider

(1) If, at the end of the fiscal contract year, the County has not met its performance expectations (maintaining performance at or above the mean, increasing performance by 10% or returning to previous baseline percentage) the County shall:

(2) Submit a technical assistance plan and a PIP to the DSHS Manager, within 45 days. The plan

shall identify who provided technical assistance to the County and highlight identified challenges and potential solutions to help increase performance. The PIP shall include strategies for performance improvement based on the results of the technical assistance plan.

f. DSHS shall not pay for technical assistance.

5. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. Background Checks (RCW 43.43, WAC 388-805-200)

(1) The Contractor shall ensure a criminal background check is conducted for all staff members; subcontractors, such as treatment staff members, prevention staff members, case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

(2) Background checks shall be done

(a) At the time of the initial employment decisions. (RCW 43.43.834(5)).

(b) When an employer knows or has reason to believe that a disqualifying conviction or finding occurred after completion of the most recent background check. (RCW 43.43.832(8)(d)).

b. Six-year Strategic Plan Progress Report

The Contractor shall:

(1) Review, update, and report progress made on the 2007 – 2013 Strategic Plan submitted to DSHS prior to July 1, 2007.

(2) Use both the previously published Strategic Plan Guidelines and the Addendum to the guidelines when preparing the progress report.

The previously published guidelines and the Addendum to the guidelines can be accessed on the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

(3) Submit the Progress Report for the 2007 – 2013 Strategic Plan to the appropriate BHA by September 30, 2012.

c. Outpatient Treatment (WAC 388-805)

The Contractor shall ensure outpatient chemical dependency services are provided to eligible patients according to the requirements identified in WAC.

d. Admission Priority Populations (42 USC 300x-23,-27 and 45 CFR 96.126, .131)

(1) The Contractor shall ensure treatment admissions are prioritized in the order as follows, per the Substance Abuse Prevention and Treatment (SAPT) Block Grant (45 CFR 96.131 and 42 USC 300x-27):

(a) Pregnant injecting drug users

(b) Pregnant substance abusers

(c) Injecting drug users

(d) DBHR has also identified the following additional priority populations, in no particular order, with the exception of (a) being the first priority of this group and fourth overall:

i. Parenting women

ii. Postpartum women (up to one year, regardless of pregnancy outcome)

iii. Patients transitioning from residential care to outpatient care

iv. Youth

v. Offenders (as defined in RCW 70.96A.350)

vi. Other Medicaid Clients

vii. All others

(2) The Contractor shall publicize information on priority populations as required by the SAPT Block Grant. Priority Populations information must be posted in a public area of the agency. DBHR has printed posters to meet this need (45 C.F.R. § 96.131(b))

e. Interim Services (42 USC 300x-23 and 45 CFR 96.126)

The Contractor shall, as required by the SAPT Block Grant:

(1) Ensure interim services are provided by the agency, or referred outside the agency for services the agency is not qualified to provide, for pregnant and parenting women and intravenous drug users.

(a) Interim services shall be made available within 48 hours of seeking treatment for pregnant and parenting women and intravenous drug users.

(b) Admission to treatment services for the intravenous drug user shall be provided within 14 days after the patient makes the request, regardless of funding source.

(c) If there is no treatment capacity within 14 days of the initial patient request, the contractor shall have up to 120 days, after the date of such request, to admit the patient into treatment, while offering or referring to interim services within 48 hours of the initial request for treatment services. Interim services must be documented in TARGET and include, at a minimum:

i. Counseling on the effects of alcohol and drug use on the fetus for the pregnant patient.

ii. Prenatal care for the pregnant patient.

iii. Human immunodeficiency virus (HIV) and tuberculosis (TB) education.

iv. HIV or TB treatment services if necessary for an intravenous drug user.

The interim service documentation requirement is specifically for the admission priority populations with any funding source; and any patient being served with SAPT Block Grant funds.

(2) A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours. The directory for these hospital-based detoxification programs for pregnant women is located in Appendix F in the DBHR Directory of Certified Chemical Dependency Programs in Washington State. Appendix F is located at http://www.dshs.wa.gov/pdf/dbhr/directory/APPNDXF.pdf.

f. Waiting Lists

The federal SAPT Block Grant requires 45 C.F.R. 96.122(f)(3)(vi); 45 C.F.R. 96.126(c); 45 C.F.R. 96.131(c) block grant recipients to develop capacity management and waiting list systems for intravenous drug users and pregnant women. Washington State is expanding that to all publicly funded patients.

g. Tuberculosis Screening, Testing, and Referral 42 USC 300x-24 (a) and 45 CFR 96.127

(1) The Contractor shall either directly, or through arrangements through other entities, make tuberculosis services available to each individual receiving chemical dependency treatment funded through the federal SAPT Block Grant. Services must include tuberculosis counseling, testing, and treatment.

(a) Follow the Centers for Disease Control TB Guidelines located at: http://www.dshs.wa.gov/pdf/dbhr/certforms/TB-TAGuidelines.pdf

(b) Follow the Tuberculosis Infection Control Program Model Policies for Chemical Dependency Treatment Agencies in Washington State, located at: http://www.dshs.wa.gov/pdf/dbhr/certforms/TBPolicy.pdf

(2) WAC 246-101-101 requires all health care providers to report every case of tuberculosis to the local health department immediately at the time of diagnosis or suspected diagnosis.

h. Determine Patient Financial Eligibility: Low-income Services

(1) The Contractor shall ensure that all persons applying for services supported by Community Services Funds are screened for financial eligibility and shall:

(a) Conduct an inquiry regarding each patient's continued financial eligibility no less than once each month.

(b) Document the evidence of each financial screening in individual patient records.

(2) Low-income

The Contractor and its subcontractors are authorized to and shall determine financial eligibility for patients.

(3) ADATSA

The Community Services Office (CSO) is the sole determiner of financial eligibility for ADATSA patients.

(4) Charging Fee Requirements – Low-income Patients

(a) If any service defined in this Contract is available free of charge from the Contractor to persons who have the ability to pay, the Contractor shall ensure DSHS is not charged for Fee Requirements for low-income patients.

(b) The Contractor shall use 220% of the Federal Poverty Guidelines to determine low-income service eligibility and shall provide this information to its subcontractors. The Federal Poverty Guidelines can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/ .

(c) For patients who are already receiving services who did not qualify for low-income services under the former eligibility requirement, but do qualify under the new eligibility requirement, the Contractor shall convert those patients to low-income treatment services.

(d) The Contractor shall ensure sliding fee schedules are used in determining the fees for low-income eligible services.

(e) The Contractor shall ensure that persons who have a gross monthly income (adjusted for family size) that does not exceed the 220% of the Federal Poverty Guidelines are eligible to receive services partially supported by funds included in this Contract.

(f) The Contractor shall charge fees in accordance with the Low-income Service Eligibility Table to all patients receiving assessment and treatment services that are determined through a financial screening, to meet the requirements of the Low-income Service Eligibility Table.

(g) If a Contractor's subcontractor determines that the imposition of a fee on an individual will preclude the low-income eligible patient from continuing treatment, the fee requirement may be waived by the subcontractor.

(h) The minimum fee per counseling visit is $2.00. The maximum fee per service is the reimbursement cost of the service provided as identified on the SRP.

i. Indigent patients are exempt from this fee requirement.

ii. Interim Services are exempted from this fee requirement.

i. Screening and Assessment

RCW 70.96C.010 Integrated, comprehensive screening and assessment process for chemical dependency and mental disorders.

The Contractor shall ensure:

(1) The GAIN-SS screening tool is used for conducting the integrated comprehensive screen on all new patients and ensure the GAIN-SS scores are documented in TARGET. Additional

information can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

(2) If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, this information shall be considered in the development of the treatment plan including appropriate referrals.

(3) Documentation of the quadrant placement during the assessment process and again on discharge are input to TARGET.

(4) Subcontractors receive training on the GAIN-SS process.

j. Detoxification Services

(1) The Contractor may provide detoxification services to those patients qualifying for those services.

(2) The Contractor shall ensure that detoxification facilities have a protocol established on how they will serve methadone patients who need detoxification from other substances.

k. Youth Outpatient Services (WAC 388-805)

(1) Service Eligibility

The Contractor shall ensure:

(a) Services are provided to youth ages 10 through 17.

(b) The age at which a youth may self-refer for treatment without parental consent (age of consent) is 13 years of age.

(c) Patients under age 10 may be served with the approval of DSHS.

(d) Young adult patients, age 18 through 20 who, based on developmental needs, may be more appropriately served in a youth outpatient treatment setting. The case file shall contain documentation supporting the clinical decision.

(e) Youth patients who, based on developmental needs, may be more appropriately served in an adult outpatient treatment setting. The case files shall contain documentation supporting the clinical decision.

(2) Youth Family Support Services

(a) The Contractor shall ensure that young adults who have been approved for youth treatment shall be billed as youth patients.

(b) Youth funds may be used for family support services as identified in BARS including:

i. 566.57 Youth Group Therapy (youth and young adults ages 10 through 20).

Services to family members of persons admitted to treatment and costs incurred to provide supervised recreational activities in conjunction with a chemical dependency

outpatient program. Family Services shall be coded as family support services and Supervised Therapeutic Recreation shall be coded as group therapy.

ii. 566.58. Youth Individual Therapy (youth and young adults ages 10 through 20).

This also includes services to family and significant others of persons in treatment. These expenses should be coded as defined in the TARGET Data dictionary.

(c) The Contractor shall ensure BARS coding instructions are followed for billing purposes.

(3) Title-XIX funding for youth in treatment

The Contractor shall ensure:

(a) Treatment services provided to youth are billed under Title-XIX unless the youth is determined to be ineligible for this funding.

(b) Documentation identifying a youth as ineligible for Title-XIX is documented within the patient case file.

(4) Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Services

The Contractor shall encourage subcontractors to refer Title-XIX eligible youth that have not previously received an EPSDT health screen to an EPSDT primary health care provider for an EPSDT health screen.

(5) Assessment Services

The Contractor shall ensure that each youth receives a multi dimensional assessment per Chapter 388-805-310 WAC: Requirements for chemical dependency assessments.

(6) Treatment Services

For youth that meet the financial and eligibility standards for publicly-funded chemical dependency treatment services the Contractor shall ensure:

(a) Youth outpatient services include treatment appropriate for substance abuse disorder in addition to treatment for substance dependency.

(b) Youth outpatient services address the needs of youth waiting for placement in youth residential treatment, and youth requiring aftercare following youth residential treatment.

(c) Outpatient subcontractors are involved in the continuum of services and the treatment planning for youth they have referred to residential treatment programs.

(7) Continuing Education: Requirements to Work with Youth

The Contractor shall require that Chemical Dependency Professionals (CDPs) who are working with the youth outpatient treatment population dedicate 10 of the 40 required Continuing Education credits for CDP recertification to adolescent specific training or professional development activities.

l. Intravenous Drug Users Outpatient Services (42 USC 300x-23 and 45 CFR 96.126)

The Contractor shall ensure:

(1) Outreach is provided to IVDUs.

(a) Outreach activities shall be specifically designed to reduce transmission of HIV and encourage IVDUs to undergo treatment.

(b) Outreach models shall be used, or if no models are available which apply in the local situation, an approach is used which reasonably can be expected to be an effective outreach method.

(c) Outreach activities may include:

i. Street outreach activities

ii. Formal education

iii. Risk-reduction counseling at the treatment site

(d) The Contractor may provide outreach by:

i. Utilizing one subcontractor who works in close collaboration with all of the Contractor's subcontractors providing treatment to IVDUs.

ii. Requiring each IVDU treatment subcontractor to provide outreach services.

(2) Capacity notification is provided to DSHS (45 CFR 96.121(f)(3)(vi), 126(c), 131(c))

Submit a written document to the DSHS Contact identified on page 1 of the Contract if Contractor capacity falls below 90% of their capacity to admit to its program.

(3) Assessment and treatment services are provided to IVDU patients

(42 USC 300x-22 and 45 CFR 96.128)

(a) Comprehensive chemical dependency assessment and treatment services shall be provided to male and non-pregnant women no later than 14 days after the service has been requested by the individual.

(b) Interim Services are provided to male and non-pregnant women if the patient cannot be placed in treatment within 14 days and comprehensive services are not immediately available.

(c) The DSHS provided IVDU Report shall be completed and provided as part of the State annual reporting process.

m. Pregnant, Post-partum and Parenting Persons Outpatient Services

The Contractor shall ensure:

(1) Parenting Persons

(a) Persons Identified as Parents or Parenting Persons include:

i. Persons currently under DSHS supervision who are attempting to regain custody of their children.

ii. Postpartum women for up to one-year post delivery.

(b) Low-income eligibility applies to women who are pregnant or post-partum up to one year post delivery.

(c) Subcontractors who are receiving SAPT grant funding give admission preference to pregnant and parenting persons who have been referred to treatment.

(d) Upon request for services, pregnant, post-partum and parenting persons shall be offered Interim Services when comprehensive services are not immediately available.

(e) Subcontractors whenever possible, assign gender specific counselors as primary counselors for pregnant, postpartum, and parenting patients.

(f) Subcontractors make information/education available to treatment staff for addressing the specific issues related to pregnant, postpartum, and parenting patients.

(2) Chemical Dependency Assessment Services Specific to Pregnant Women

The Contractor shall ensure assessment requirements in addition to standard assessment services:

(a) Are provided within 48 hours of referral or request for services.

(b) Include a review of the gestational age of fetus, mother's age, living arrangements and family support data.

(c) Pregnant women identified through assessment to be eligible and appropriate for outpatient care shall be:

i. Admitted to outpatient treatment services no later than seven (7) days after the assessment has been completed.

ii. Provided a referral for prenatal care.

iii. Assessed as priority for placement in an inpatient treatment program or a Chemical Using Pregnant (CUP) detoxification facility if identified as actively using substantial amounts of alcohol or other substances in any stage of pregnancy.

(3) Services Specific to Pregnant Women and Women with Children (CFR Title 45, Part 96.124)

The Contractor shall ensure:

(a) Pregnant women and women with children receiving treatment are treated as a family unit.

(b) The following services are provided directly or arrangements are made for provision of the following services:

i. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care.

ii. Primary pediatric care including immunization for their children.

iii. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting are provided and child care while the women are receiving these services.

iv. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual, physical abuse and neglect.

v. Sufficient case management and transportation to ensure women and their children have access to services provided by sections i. through iv.

(4) Services Specific to Post-partum Women

The Contractor shall ensure:

(a) Assessment and treatment services are provided within 90 days after the service has been requested.

(b) Interim services shall include:

i. Counseling on the effects of alcohol and drug use on the fetus.

ii. Referral for prenatal care.

(c) Services may continue to be provided for up to one year postpartum.

(5) Services Specific to Parenting Persons

The Contractor shall ensure:

(a) Assessment and treatment services are delivered no later than 90 days after the service has been requested.

(b) Notification of the availability of childcare.

n. Opiate Substitution Treatment Services (OST)

(1) A Contractor funding OST services shall ensure they are provided through a service provider that maintains accreditation from the Center for Substance Abuse Treatment (CSAT) and complies with the following rules:

(a) WAC 388-805

(b) 42 CFR, Part 8

(c) Washington State Board of Pharmacy WAC 246-887; as such regulations now exist or are hereafter amended.

(2) The Contractor shall ensure that OST patients utilizing the Medicaid transportation broker services will receive priority for filling a vacant slot at another publicly-funded OST facility if the transfer would result in a savings in transportation costs. The patient will not be required to transfer to a closer agency if there are clinical reasons to support not transferring the patient

o. Out-stationed Staff

The Contractor shall ensure Out-stationed staff reports all client data in TARGET, monthly, using the DSHS TARGET Client Support Activities (Non-treatment) form.

p. Reports

(1) Report Forms

The Contractor shall ensure use of the DSHS provided forms which can be found on the Provider page at: http://www.dshs.wa.gov/DBHR/ for required reports.

(2) Report Schedule

The Contractor shall ensure all completed treatment reports are received by the appropriate BHA on or before the due date listed on the Treatment Report Schedule incorporated by reference and found on the Provider page at: http://www.dshs.wa.gov/DBHR/.

q. Prevention Services (42 USC 300x-28(c) and 45 CFR 96.132(c))

For the period July 1, 2011 through June 30, 2013, the County shall use prevention funds, identified in Exhibit A, to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, tobacco, and other drugs. Prevention programs and services include, but are not limited to:

(1) Coordination of Prevention Services

The County shall ensure:

(a) Subcontractor monitoring, using a DSHS-approved protocol, including annual on-site reviews of programs that directly serve children and/or families.

(b) News media notifications, as appropriate, when subcontractors are awarded DSHS funds; the County is encouraged to develop articles on their prevention programs and acknowledge DSHS as the funding source. The funding source shall be cited as: Washington State Department of Social and Health Services – Behavioral Health and Recovery.

(2) Community Coordination

(a) Services shall reflect work of the primary prevention staff coordinating, organizing, building capacity, providing education and information related to prevention initiatives in the community.

(b) Services shall be tied to priorities, goals, and objectives as described in their (6-year)

Strategic Plan.

(3) Prevention Programs

The Contractor shall choose which programs to implement based on their priorities, goals, and objectives as described in their (6-year) Strategic Plan and enter them into PBPS by July 31, 2011. The County shall:

(a) Ensure sixty percent (unless otherwise negotiated with DBHR) of programs supported by DSHS funds will be replication or adaptation of "Evidence-based Practices" substance abuse prevention programs as identified in PBPS.

(b) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, which can be found in the PBPS.

(4) Prevention Programs with Special Funding Requirements

Counties participating in the Prevention Redesign Initiative (PRI), Cohort 1 beginning July 1, 2001 and Cohort 2 beginning and Cohort 2 beginning July 1, 2012.

The Contractor shall:

(a) Provide PRI services in accordance with the Key Objectives found on the Athena Forum Website, www.theathenaforum.org which outlines the minimal standards to participate in Cohort 1 of the PRI.

i. Implement the Key Objectives according to the Prevention Redesign Initiative Task Categories document accessible at: www.theathenaforum.org.

ii. Permit the Community Coordinator associated with the PRI Cohort 1 and 2 to have direct communication with the DBHR designated Prevention System Manager.

iii. Submit information pertaining to progress on the Task Categories as requested by DBHR.

iv. Report monthly prevention services and activities in accordance with the requirements and timelines to be negotiated with the DSHS Contact identified on page 1 of the Contract.

v. Implement evaluation in accordance with the DBHR statewide PRI evaluation plan.

(b) Community Prevention Training System – Special Funding Requirements

The Contractor receiving prevention training funds allocation based on its current "Counties Like Us" classifications in the Risk and Prevention Profile for Substance Abuse Prevention identified on the SRP for the Community Prevention Training System (CPTS) shall:

i. Ensure the CPTS training allocation is used solely for training opportunities that will increase contractor capacity to implement science-based substance abuse prevention programming as negotiated with their BHA.

ii. Ensure the training allocation is used to support the contractor's stated goals and objectives as identified in their needs assessment process.

iii. Ensure prevention services subcontractors are effectively trained to implement the programs they agree to provide.

iv. Ensure the training allocation is used to support training of staff or subcontractors in Best Practices or Promising Approaches (evidence-based programs) or practices, or to increase capacity to implement Best Practices or Promising Approaches (evidence-based programs). "Increasing capacity" means activities like grant writing training, board training, and community organizing or volunteer recruitment training.

v. Collaborate with other Counties whenever possible in the planning of local or regional training events.

vi. Report training events in the DSHS Performance Based Prevention System in accordance with the requirements and timelines to be negotiated with the DSHS Contact identified on page 1 of the Contract.

vii. Ensure training funds are not used to support employee wages or benefits, or program implementation.

viii. Ensure training that requires travel follows state travel reimbursement guidelines accessible at: http://www.ofm.wa.gov/policy/10.90.htm.

(5) Prevention Reporting

(a) Prevention Reporting Requirements

The Contractor shall:

i. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

ii. Develop and submit a protocol for monitoring subcontractors.

iii. Conduct an on-site visit of prevention subcontractors.

(b) Prevention Activity Data Reports – See Section 5 (d), Prevention Report Schedule / Due Dates, below for schedule and reporting due dates.

The Contractor shall:

i. Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth below.

ii. Ensure demographic information is provided for each participant in single events, mentoring, environmental and recurring programs.

iii. Ensure any requests for extensions to reporting deadlines or exceptions to reporting are requested in writing and sent directly to the Prevention System Manager with sufficient

time before the report due date so the Prevention System Manager approves the extension or exception request before the date the report is due.

iv. Provide Community Coordination Reports on its efforts in the PBPS for each month of the calendar year.

(c) Outcome Measures

i. The Contractor shall report on all Assigned Program Measures identified in the PBPS.

ii. Special situations and exceptions regarding Assigned Program Measures identified in the PBPS include, but are not limited to, the following:

(A) The Contractor may negotiate with the Prevention System Manager to reduce multiple administrations of surveys to individual participants.

(B) Participants in recurring program groups in which the majority of participants are younger than 10 years old on the date of that group's first service.

(C) Recurring programs that spend less than $1,000 of DSHS prevention funds.

(D) Programs that only provide single service events.

(E) Community Coordination services.

(F) Environmental/Media services.

(d) Prevention Report Schedule / Due Dates

REPORTING PERIOD	REPORT(s)	Report Due Dates	Reporting System
One–time Reports	Programs approved by DBHR for Biennium ending July 31, 2013	July 31, 2011	PBPS
	GPRA measures	As requested	
Monthly	Prevention activity data input for all active services including outcome measures	15th of each month for activities from the previous month	PBPS
Monthly	Community Coordination Reports Training Activity Reports	15th of each month for activities from the previous month	PBPS
Monthly	Community Prevention Training System	15th of each month for trainings from the previous month	PBPS
Extension Request	Any report	Approved in writing by the RPM prior to the report due date	RPM

(6) Performance Work Statement / Evaluation

(a) The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group.

i. Positive outcomes means that at least half of the participants in a group report change between pre and post test consistent with the positive outcome goal.

ii. Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).

iii. Survey results will be compared against the stated outcome for the program.

iv. Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.

(b) DSHS shall use the following protocol for evaluation:

i. Matched pre-test and post-test pairs will be used in the analysis.

ii. To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests:

(A) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

(B) Example: there are 10 pre-tests and 7 post-tests. The denominator would be 8 and the maximum numerator would be 7.

(c) Different groups receiving the same program will be clustered by school district.

i. In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.

ii. The results of one provider in a given school district will not impact another provider in the same district.

(d) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.

(e) Results for groups with services that span two contracting periods will be analyzed in the contracting period that the post-test was administered.

(7) If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:

(a) The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliance program to the DSHS manager within 45 days of notice by DSHS.

(b) Reimbursement for the CSAP Category row on the A19 for that program will be held until the PIP is approved by the DSHS manager.

(c) If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken.

i. In cases where there is no active non-compliant program, the County shall discontinue implementation of that program within the specified geography.

ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be allowed to complete the expected number of sessions. No new groups will be started.

iii. Following the conclusion of all groups completing the program, results will be reviewed for those groups.

iv. If the results do not show positive change for each group, the County shall take the following action:

(A) In cases where the program is being delivered by a single provider in the specified geography, the County shall discontinue implementation of that program in the specified geography.

(B) In cases where the program is being delivered by multiple providers in the specified geography, the County shall discontinue implementation of that program by the underperforming provider in the specified geography.

r. Case Management (WAC 388-805)

The Contractor shall ensure:

(1) Case Management Services being billed under the Contract shall only include the following activities:

(a) Services that assist patients in accessing needed medical, social, or education services

(b) Services designed to engage, maintain, and retain patients in treatment

(c) Case planning, case consultation, and referral for other services

(2) Requirements for Billing for Case Management Services are met as follows:

(a) Low-income eligible patients

Case management services provided to patients eligible for low-income services and billed under this Contract may be provided by a Chemical Dependency Professionals (CDP), CDP Trainee, or other staff as deemed appropriate by the Contractor.

(b) Medicaid eligible patients

Case management services provided to patients who are Medicaid eligible and billed under this Contract shall be provided by a Chemical Dependency Professionals (CDP) or CDP Trainee, under the clinical supervision of a CDP.

(c) Written documentation in the patient's case file giving date, duration, and referral information of each contact. The Contractor shall maintain files and forms to document case management activities and services received and recorded in TARGET using form #DSHS 04-418 (REV. 10/2006) which can be accessed through Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

(d) Referrals for service must include contact information of other agencies that are involved in providing services to the person.

(e) Required release(s) of information are in the case file.

(f) Documentation of the outcome of case management services.

(3) Limitations to billing for Case Management Services

The Contractor shall not bill for case management under the following situations:

(a) If a pregnant woman is receiving maternity case management services under the First Steps Program

(b) If a person is receiving HIV/AIDS Case Management Services through the Department of Health.

(c) If a youth is in foster care through the Division of Children and Family Services (DCFS)

(d) If a youth is on parole in a non-residential setting and under Juvenile Rehabilitation Administration (JRA) supervision; youth served under the CDDA program are not under JRA supervision.

(e) If a patient is receiving case management services through any other funding source from any other system (i.e. Mental Health, Children's Administration, and Juvenile Rehabilitation). For Medicaid billings, youth in foster care through the DCFS who are receiving case management services through DCFS.

(f) DSHS funds shall be the dollar of last resort for case management services.

(4) The Contractor shall not bill for Case Management for the following activities:

(a) Outreach activities

(b) Services for people in residential treatment

(c) Time spent by a CDP reviewing a CDP Trainee's file notes and signing off on them

(d) Time spent on internal staffing

(e) Time spent on writing treatment compliance notes and monthly progress reports to the court

(f) Direct treatment services or treatment planning activities as required in WAC 388-805

(g) Maximum time limitations for services billed under the Contractor Contract are as follows:

i. Case Management Services are limited to a maximum of five (5) hours per month per patient.

ii. Exceptions to the five-hour limitation may be granted on an individual basis based on the clinical needs of the individual patient. The Contractor shall be responsible for monitoring and granting exceptions to the five-hour limit. Exceptions may not be granted to Medicaid-billed services.

s. Other Required Services

(1) Childcare Services (45 CFR 96.124, WAC 170-296 WAC 170-295, 42 CFR Part 2)

The Contractor shall provide, directly or through arrangements with other public or nonprofit private entities, childcare to patients participating in assessment and treatment activities, and support activities such as support groups, parenting education and other supportive activities when those activities are recommended as part of the recovery process and noted in the patient's treatment plan.

The Contractor shall ensure:

(a) Childcare and prenatal services are provided or arrangements for provision of these services are made for patients receiving chemical dependency assessment and treatment services from subcontracted providers.

(b) All parenting recipients of treatment services are informed that childcare services are available and are offered such services while participating in treatment. Documentation regarding the offer and parent acknowledgement of such offer shall be maintained in the patient file.

(c) Off-site childcare services (with the exception of care provided in the child's or relative's home) are delivered by childcare providers licensed or certified by the Department of Early Learning in accordance with WAC 170-296.

(d) Childcare provided at a treatment facility site shall be licensed or certified by the Department of Early Learning (DEL) in accordance with WAC 170-295.

(e) Treatment subcontractors supply the parent with information to assist the parent in making a responsible decision regarding the selection of an off-site childcare provider when on-site childcare is not available. The information supplied by subcontractors shall include at a minimum:

i. Direction to the DEL website address for information on childcare services at http://www.del.wa.gov/care

ii. Direction to the DEL website address for information on selecting childcare services at: http://www.del.wa.gov/care/find-facility/Default.aspx

iii. Written verification indicating the location of the childcare services, the number of hours and length of child care authorization and the payment process for the type of care selected

(2) Screens and Urinalysis (UA) Testing

(a) General Requirements

The Contractor shall ensure:

i. Screens and UA testing is an allowable cost only within the context of a treatment plan.

ii. Screens and UA tests are limited to no more than eight (8) tests per month for each patient. All UA tests paid for with public funds shall be documented in TARGET.

iii. Medicaid Eligible Methadone Patients and Pregnant Women

Urinalysis testing is provided by the DSHS contracted vendor.

iv. Low-income Eligible Patients

If UA testing on these patients is done by a laboratory other than the DSHS contracted vendor, the subcontractor shall use the testing standards identified on the County Minimum Urinalysis Testing Requirements document found accessing the Provider page of the DSHS Website: http://www.dshs.wa.gov/DBHR/.

(b) Screens and UA Testing Standards and Protocols for Low-income Eligible Patients

The Contractor shall ensure the following standards and protocols are used as minimum requirements when contracting for urinalysis testing services with testing laboratories:

i. Certification

The Contractor must maintain current laboratory certifications with the Department of Health and Human Services (HHS) and one of the following:

(A) Substance Abuse and Mental Health Services Administration (SAMHSA)

(B) Other national laboratory certification body

ii. Screening Tests

(A) Screening tests shall meet all forensic standards for certified laboratories.

(B) The use of “Instant Test Kits” is allowed only as a screen and requires laboratory confirmation of positive test results.

iii. Confirmation Testing

(A) Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Tandem Mass Spectroscopy must automatically confirm all positive screens, with the exception of methadone. For individuals on methadone, an immunoassay-screening reagent that detects EDDP (methadone) may be utilized.

(B) Confirmation testing is not required on negative tests. If a client requests confirmation of a negative test, it shall be done at the client’s expense.

iv. Chain of Custody and Tampering

The laboratory shall provide a secure chain of custody for handling and processing of specimens. The laboratory's procedures shall be acceptable by a court of law.

v. Specimen Retention

(A) Laboratories shall retain samples in a frozen condition, for those samples that tested positive, for a period of not less than six (6) months after the test results are sent to the provider.

(B) All specimens subject to any court action shall be retained in a frozen condition until such time as the matter is disposed of by the court.

vi. Test Result Reporting

(A) Initial results may be communicated by fax, carrier delivery, mail or electronically downloaded. Results communicated other than with the original report must be confirmed by mailing the originals to the subcontractor where the specimen originated, upon request.

(B) Negative results will be communicated to the subcontractor where the specimen originated within twenty-four hours from receipt of specimens at the laboratory.

(C) Positive results will be communicated to the subcontractor where the specimen originated within seventy-two (72) hours receipt of specimens at the laboratory.

vii. Forms and Supplies

The laboratory shall supply order forms, and all other necessary supplies for sample collection and transportation, which are unique to the services provided.

(c) Alcohol Testing

Alcohol testing should be part of the drug testing panel only when the donor is suspect by odor or overt behavior.

(3) Tuberculosis Services (CFR 45 96.121, 96.127, WAC 388-805)

(a) The Contractor shall ensure all programs that receive SAPT block grant funds shall provide tuberculosis services whether directly or through arrangements with other entities.

(b) Tuberculosis services include but are not limited to:

i. Counseling the individual with respect to tuberculosis

ii. Screening to determine whether the individual has been infected with mycobacteria tuberculosis to determine the appropriate referral for treatment of the individual

iii. Providing treatment for or referring the individuals infected by mycobacteria tuberculosis for appropriate medical evaluation and treatment

6. Specific Eligibility and/or Funding Requirements.

a. ADATSA

(WAC 388-800, 388-800-0040, 388-800-0048, 388-800-0055, 388-805 RCW 74.08.090, 74.50.080)

The Contractor shall:

(1) Ensure that ADATSA services are provided only for those patients qualified by requirements identified in WAC, determined financially eligible by a Community Services Office, and referred to an appropriate chemical dependency treatment agency.

(2) Ensure the required ADATSA Referral Form, which verifies the individual's eligibility for ADATSA-funded treatment as determined by the CSO, is maintained in the patient's file.

(3) Ensure every reasonable effort is made to conduct assessment services for applicants within 30 working days from the date of the request.

(4) Ensure assessments and case monitoring services for all ADATSA treatment patients are provided in accordance with applicable sections of WAC 388-800 and 388-805.

(5) Monitor and ensure subcontractor integrity so that a conflict of interest does not occur when assessment agencies also provide outpatient treatment.

(6) ADATSA Living Stipends for Outpatients

As of October 31, 2011, ADATSA stipends shall no longer be provided.

The Contractor may provide a living allowance (stipend) for patients in the ADATSA program who are receiving outpatient treatment services.

The Contractor shall ensure:

(a) The stipend is used only for the individual patient's housing and other living expenses.

(b) Federal Substance Abuse Prevention and Treatment (SAPT) funds are not used.

(c) Protective Payee Responsibilities.

i. The Contractor or outpatient subcontractors act as the patient's Protective Payee.

ii. Protective Payees keep an accounting record for each patient that receives a stipend that verifies the stipend is spent on behalf of the patient.

(A) Sample forms can be found in the ABC's of ADATSA by accessing the Provider page of the DSHS website: http://www.dshs.wa.gov/DBHR/.

(B) Use of stipend funds for the Protective Payee's personal or business expenses is a crime.

iii. Outpatient Subcontractors distribute the stipend to eligible patients regardless of the patient's County of residence.

b. Criminal Justice Treatment Account (CJTA)

(RCW 70.96A, RCW 70.96A.055: Drug Courts, RCW2.28.170; Drug Courts) and Drug Court funding

(1) The County shall provide alcohol and drug treatment and treatment support services per Chapter 70.96A RCW: Treatment for alcoholism, intoxication, and drug addiction (formerly uniform alcoholism and intoxication treatment) to the following eligible offenders:

(a) Adults with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges

(b) Alcohol and drug treatment services and treatment support services to adult or juvenile offenders within a drug court program as defined in RCW 70.96A.055: Drug courts and RCW 2.28.170: Drug courts

(2) A County receiving funds identified in Exhibit A, A&R, as from CJTA, State Drug Court funds and County participation shall provide services to eligible criminal offenders and others in accordance with the Criminal Justice section of their Strategic Plan.

(a) Service Rates

The County shall not bill DSHS at rates that exceed the prevailing county rates for outpatient services or state rates for residential services.

(b) CJTA Funding Guidelines

The County shall use:

i. No more than ten percent of the total CJTA funds for county administration.

ii. No more than ten percent of the CJTA funds for administrative and overhead costs associated with the operation of a drug court.

iii. No more than ten percent of the total CJTA funds for the following support services:

(A) Transportation

(B) Child Care Services

iv. At a minimum thirty percent of the CJTA funds for special projects that meet any or all of the following conditions:

(A) An acknowledged best practice (or treatment strategy) that can be documented in published research, or

(B) An approach utilizing either traditional or best practice approaches to treat significant underserved population(s).

(C) A regional project conducted in partnership with at least one other county.

(c) Allowable / Unallowable Services

The County may provide any of the following services:

i. Title-XIX Set Aside

ii. Community Outreach, Intervention, and Referral services. Restriction: Although Alcohol/Drug Information School is a component of Community Outreach, Intervention, and Referral Services, CJTA funds cannot be used to purchase Alcohol/Drug Information School services.

iii. Interim Services

iv. Crisis Services

v. Detoxification Services

vi. Outpatient Treatment, (adult and youth)

vii. Opiate Substitution Treatment

viii. Case Management, (adult and youth)

ix. Residential Treatment Services

(A) Intensive Inpatient

(B) Long Term Care

(C) Recovery House

(D) Parenting and Pregnant Women's Services including Residential Services and Therapeutic Childcare

(E) Youth Intensive Inpatient Level 1

(F) Youth Intensive Inpatient Level 2

(G) Youth Recovery House

(H) Youth Acute Detoxification

(I) Youth Sub-acute Detoxification

(J) Involuntary Commitment

x. Screens and UA tests are limited to no more than eight (8) tests per month for each patient.

(d) Criminal Justice Treatment Account Special Projects Annual Report

The County shall submit an annual progress report to the appropriate BHA that summarizes the status of the county's innovative project and includes the following required information.

i. Type of project (acknowledge best practice/treatment strategy, significant underserved population(s), or regional)

ii. Current Status:

(A) Describe the project and how it is consistent with your strategic plan.

(B) Describe how the project has enhanced treatment services for offenders.

(C) Indicate the number of offenders who were served using innovative funds.

(D) Indicate the cost of service per participant.

iii. Goals and Objectives:

(A) Detail the original goals and objectives of the project.

(B) Document how the goals and objectives were achieved.

(C) If any goals or objectives were not achieved indicate any changes in the project that will allow for the goals and objectives to be met.

iv. Evaluation Strategy:

(A) What is the treatment retention and completion rate for offenders being treated with innovative funds?

(B) Are these rates the same, better, or worse than other offenders?

(C) What is the recidivism rate for offenders being treated with innovative funds?

(D) Is this rate the same, better, or worse than other offenders?

7. Chemical Dependency Treatment Provider Worksheet.

a. Certification

The Contractor shall ensure agencies, including all branch facilities receiving a subcontract are certified by DSHS to provide the services they are to deliver.

b. Treatment Provider Worksheet (TPW)

(1) The Contractor shall ensure the TPW is signed and received by the appropriate BHA.

(2) The Contractor shall notify the appropriate BHA if the Contractor adds or terminates a subcontract with any agency or branch facility, by submitting a revised Treatment Provider Worksheet to the appropriate DSHS Contact identified on page 1 of the Contract within 5 business days of the change. The revised TPW shall include:

(a) The name of the agency or branch facility whose subcontract has been added or terminated.

(b) The date the subcontract was added or the “as of” date of termination.

(c) If the subcontract was terminated, the date notification was sent to the agency or branch facility advising them of the termination of their subcontract.

c. Subcontract Language

(1) The Contractor shall include in its boilerplate language all requirements and conditions in this Contract that the Contractor is required to meet when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

(a) Identification of funding sources (see Section 15. c. Federal Block Grant Funding Requirements below)

(b) How eligibility will be determined

(c) That subcontracts shall be fee-for-service, cost related, or price related as defined in BARS

(d) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County

(e) What actions the Contractor will take in the event of a termination of a subcontractor to ensure all treatment data on services provided have been entered into TARGET

(f) How service applicants and recipients will be informed of their right to a grievance in the case of:

i. Denial or termination of service

ii. Failure to act upon a request for services with reasonable promptness

(g) Audit requirements - OMB Circular A-133 audit requirements if applicable to the subcontractor

(h) Authorizing facility inspection

(i) Background Checks

(j) Conflict of interest

(k) Debarment and suspension certification

(l) Indemnification

(m) Nondiscrimination in employment

(n) Nondiscrimination in patient services

(o) Performance Based Contracts

(p) Providing data

(q) Records and reports

(r) Requirements outlined in the Data Sharing provision in the Contract

(s) Services provided in accordance with law and rule and regulation

(t) TARGET data input and reconciliation

(u) Treatment of assets

(v) Unallowable use of federal funds

(2) DSHS reserves the right to inspect any subcontract document.

8. Subcontractor Monitoring.

a. On-Site Monitoring:

The Contractor shall

(1) Conduct a subcontractor review which shall include at least one on-site visit during the biennium Contract period to each subcontractor site providing treatment services during the period of performance of this Contract in order to monitor compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.

(2) Include written documentation of each on-site visit in the annual report on the "Subcontractor On-site Form." A copy of the full report shall be kept on file by the Contractor.

b. TARGET Monitoring

The Contractor shall ensure that subcontractors have:

(1) Entered services funded under this Contract in TARGET.

(2) Updated patient funding information as needed when the funding source changes.

c. Additional Monitoring Activities

The Contractor shall maintain records of additional monitoring activities in the Contractor's subcontractor file and make them available to DSHS upon request including any audit and any independent documentation.

9. Consideration.

a. Maximum Consideration

The maximum consideration for this Contract is identified on the Awards and Revenues document attached as Exhibit A.

b. Fiscal Year Allocation and Exceptions

With the exception of funding provided by CJTA, the use of funds is limited to the fiscal year for which it is allocated. After the reconciliation process:

(1) If there is unspent allocated funding, the balance of unspent CJTA funding remaining at the end of the first fiscal year of the biennium Contract will roll into second year funding and may be used to pay for allowable costs during the second year of the biennium.

(2) If CJTA funds are overspent in the first fiscal year of the biennium, funds originally allocated to the second year will be reduced by the amount overspent to cover the over-expenditures.

(3) The Contractor will receive a revised Exhibit A, A&R, which will be incorporated in the Contract and replace the previous A&R.

c. Reimbursement Rates

DSHS shall reimburse the Contractor based upon Exhibit B-Service Rate Plan.

(1) The total amount of reimbursement, including reimbursement for administration costs, shall not exceed the Maximum Contract Amount identified in Exhibit A, A&R.

(2) The total amount of reimbursement for each Award shall not exceed the itemized Awards in Exhibit A, A&R.

d. Period of Performance Service Costs

The Contractor shall ensure that service costs incurred are within the period of performance of this Contract.

e. Allocating Medicaid Match

(1) The Contractor shall allocate state funds in a manner that will provide adequate Medicaid State Match, as described in Section 12 d. Medicaid Rules and Limitations.

(2) The Contractor and DSHS acknowledge that the amount identified on the SRP as the Medicaid Set-aside is an estimate which will require periodic review based on the flow of patient eligibility categories; the Contractor and DSHS shall work together when updating the amount of set-aside.

f. Contractor Participation Match Requirement:

The Contractor shall provide Contractor participation match, to share in the cost of services under this Contract, in accordance with the following requirements:

(1) In accordance with RCW 70.96A.047 the Contractor shall provide a cost share match for all services according to the formulas as shown below. This match requirement is in addition to any Title-XIX Medicaid Match requirements.

(2) Non-Criminal Justice Match Requirement – The Contractor shall provide a ten percent participation match of all DSHS provided non-criminal justice awards. The formula for this match is the total of all non criminal justice awards divided by 0.9 times 0.1. Using this formula, the match requirement for $100,000 would be $11,111.

(3) Criminal Justice Match Requirement – the Contractor shall provide a local participation match of all DSHS provided criminal justice awards using the following formulas:

(a) A dollar-for-dollar participation match for services to patients who are receiving services under the supervision of a drug court

(b) A ten percent participation match (as formulated in non-criminal justice, see f. 2. above) for services to patients who are not under the supervision of a drug court but against whom a prosecuting attorney in Washington State has filed charge

(4) Local Cost Sharing Agreement: The Contractor shall submit a completed Local Cost Sharing Agreement, along with the June monthly A19 Invoice Voucher, to their BHA annually.

g. Prevention State Grant-in-Aid Match

To utilize State Grant-In-Aid funds for Prevention Services administration the County must:

(1) Pass a local sales tax in accordance with Senate Bill 5763, or secure local funds through other private or public entities.

(2) Provide a hard dollar match, used for prevention services, equal to or exceeding the amount billed to "State Grant-In-Aid" funds for prevention administration.

(3) Submit a letter of request to the DBHR BHA identifying the:

(a) Amount of prevention administration funding requested, up to 10% of the total prevention allocation

(b) Date the local sales tax was adopted, if applicable.

(c) Amount and source of hard dollar match funds

(d) Description of prevention services to be implemented with match funds

(e) Proposed start date of the prevention administration (30 days advance notice required)

(f) Enter all services purchased through match funds into the DBHR Performance-Based Prevention System (PBPS) upon approval of the prevention administration request.

(4) The DBHR BHA will reply, in writing, to the prevention administration request within 30 days of receipt of the request.

h. Award Adjustment Request

With regard to all services:

(1) DSHS reserves the right to reduce the treatment funds awarded in this Contract if the Contractor's expenditures for treatment services/activities fall below 85% of expected levels during any fiscal year quarter.

(2) DSHS reserves the right to reduce the Prevention funds awarded in this Contract if the Contractor fails to provide the Prevention services/activities as stated in the Performance Based Prevention System (PBPS).

(3) If DSHS decides to exercise the right to reduce treatment or prevention funds, DSHS will provide written notification 30 days prior to the reduction. The notice will specify the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

10. Billing and Payment.

a. DSHS Obligation for Payment

DSHS shall not be obligated to reimburse the Contractor for any services or activities, performed prior to having a fully executed copy of this Contract, which shall include the mutually agreed upon Contractor's SRP which shall be attached as an exhibit to the Contract.

b. Billing for Allowable Costs and Documented Costs

The Contractor shall ensure all expenditures for services and activities under this Contract are:

(1) Expended for allowable costs, which are in accordance with the BARS DASA Supplement.

(2) Documented in TARGET at the time the billing is submitted. This applies to billings for:

(a) Medicaid eligible services

(b) Low-income services

(c) Out-stationed staff

(d) Any other billings submitted on the A-19 invoice appropriate for TARGET entry

c. Billing for CSAP

The Contractor shall ensure expenditures for each of the six CSAP strategies are reported monthly as part of the A-19 invoice.

d. Billing for Medicaid-eligible Patients

(1) The Contractor shall ensure the Medicaid billing process is used for all Medicaid-eligible patients. Disability Lifeline and ADATSA client billings are exempt from this requirement. Counties are to bill for Disability Lifeline and ADATSA services via the A-19 process.

(2) Services to Medicaid patients shall be billed directly through the Medicaid billing process. Billing instructions for Medicaid can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

e. Billing for Non-Medicaid Patients

The Contractor shall send a properly completed A-19 invoice voucher and supporting documentation for services provided to non-Medicaid patients to the appropriate DSHS Contact identified on page 1 of the Contract for review, approval and forwarding to the ADSA accounting office.

f. Administration Expenditure Limits

(1) The Contractor shall bill for Administration Costs based on 1/12 of the amount designated for Contractor State GIA Administration in Exhibit A, Awards and Revenues, on a monthly basis through the A-19 process.

(2) In the event money is removed from this Contract by written amendment, to maximize services in other areas of the state, the monthly billing for Administration Costs shall be adjusted accordingly based on the amount of eligible funds remaining.

(3) The Contractor shall ensure that CJTA and Drug Court awarded in this contract are limited to the following conditions regarding administration:

(a) No more than 10% of the CJTA and Drug Court award is spent on BARS Line Item 566.11 for Contractor Administration.

(b) No more than 10% of the CJTA and Drug Court award is spent on BARS Line Item 566.11 for Drug Court Administration.

g. Timely Payment by DSHS

Payment shall be considered timely if made by DSHS within thirty (30) days after the receipt of properly completed invoices by the Department. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

h. Fiscal Year-end Billing

The Contractor shall ensure that final billing for services provided under this Contract shall occur no more than 90 days after the end of each fiscal year of this Contract.

i. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

In the event the Contractor or a subcontractor fails to maintain its reporting obligations under this Contract, DSHS reserves the right to withhold reimbursements to the Contractor until the obligations are met.

(2) Recovery of Costs Claimed in Error:

If the Contractor claims and DSHS reimburses for expenditures under this Contract which DSHS later finds were (1) claimed in error or (2) not allowable costs under the terms of the Contract, DSHS shall recover those costs and the Contractor shall fully cooperate with the recovery.

(3) Stop Placement:

DSHS may stop the placement of clients in a treatment facility immediately upon finding that the Contractor or a subcontractor is not in substantial compliance, as determined by DSHS, with provisions of any WAC related to chemical dependency treatment or Contract. The treatment facility will be notified by DSHS of this decision in writing.

(4) Additional Remuneration Prohibited:

The Contractor shall not charge or accept additional fees from any patient, relative, or any other person, for services provided under this Contract other than those specifically authorized by DSHS. The Contractor shall require its subcontractors to adhere to this requirement. In the event the Contractor or subcontractor charges or accepts prohibited fees, DSHS shall have the right to assert a claim against the Contractor or subcontractors on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.

11. Advance Payment and Billing Limitations.

a. Advance Payment

DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.

b. Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

(1) Timely Billing

DSHS shall not pay any claims for payment for services submitted more than ninety (90) days after the calendar month in which the services were performed, unless otherwise specified in this Contract.

(2) Exception to 90-day billing limitation

The Contractor may submit a bill for services beyond the 90-day limitation:

(a) When additional funds are added to the Contract by written amendment, those services previously provided shall be entered as a Community Services Fund source in TARGET.

(b) When a billing submitted to the Medicaid payment system is denied due to ineligibility, the Contractor may submit a billing for the denied service using an A-19 invoice. The Contractor shall attach a copy of the Medicaid payment system denial to the A-19 to document the denial.

c. Multiple Payments for the Same Claim

The Contractor shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

d. Medicaid Rules and Limitations

The Contractor shall adhere to the following Medicaid rules and limitations and shall ensure its subcontractors adhere to these rules as appropriate:

(1) Designate Medicaid State Match, from state-funded awards that shall be allocated and identified on the Contractor's SRP.

(2) Ensure that their designated Medicaid State Match is sufficient to cover the Contractor's expenditures for covered Medicaid chemical dependency treatment services during the Contract's period of performance.

(3) Increase Medicaid State Match funds in the event the original amount of designated Medicaid State Match funds is less than the amount required to meet the covered Medicaid chemical dependency treatment service expenditures, and send revised SRP for approval to the appropriate BHA.

(4) Ensure covered Medicaid chemical dependency treatment services for Medicaid-eligible patients are not charged as non-Medicaid expenditure. Any such expenditure under this Contract shall constitute an overpayment.

(5) Ensure that all subcontractors that serve Medicaid-eligible patients maintain a Core Provider Agreement with the Health Care Authority (HCA).

(6) Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible patients for Medicaid eligibility, and shall require its subcontractors to adhere to the Contractor's policies and procedures.

(7) Ensure that potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.

(8) The Contractor shall charge all covered Medicaid services provided to Medicaid-eligible patients as a Medicaid expenditure through the State's Medicaid payment system, and shall require its subcontractors to do the same. Disability Lifeline and ADATSA client billings are exempt from this requirement. Counties are to bill for Disability Lifeline and ADATSA services via the A-19 process.

(9) With the exception of (10) below, Title-XIX (Medicaid) eligible patients are not charged any fees for any reason including, but not limited to appointments for:

(a) Screening

(b) Brief risk intervention therapy

(c) Interim services

(d) Assessments

(e) Individual sessions

(f) Group sessions

(10) Title-XIX (Medicaid) eligible patients, who are not diagnosed as chemically dependent but who receive substance abuse services titled Alcohol and other Drug Information School (ADIS), may be charged for ADIS because they are not Medicaid billable services.

e. Awards

The Contractor shall acknowledge and ensure the following limitations on Awards and Revenue:

(1) Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.

(2) The Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA number is 93.959.

12. Service Availability.

The Contractor shall budget funds awarded under this Contract that are allocated for assessment and treatment services in such a manner to ensure availability of such services throughout the entire term of this Contract. If necessary, the Contractor shall limit access to services and make use of waiting lists for this purpose.

13. Maintenance of Effort.

The Contractor shall maintain expenditures for youth low-income services in accordance with Maintenance of Effort requirements as stated on the Service Rate Plan.

14. TARGET Requirements.

a. Access and Security Requirements

A digital certificate is assigned to an individual employee and not to the Agency as a whole; therefore the Contractor shall ensure:

(1) At least one trained primary and one trained backup data operator has a functional Universal Serial Bus (USB) token protected high security level digital certificate from the State of Washington Certification Authority (IdenTrust) registered for TARGET access.

(2) Procedures are implemented to ensure that there is no sharing of digital certificates, pass phrases or TARGET logon information and that new employees requiring certification do not make use of certificates issued to others.

(3) Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.

(4) The TARGET Helpdesk (888-461-8898)

The Contractor shall ensure:

(a) The Helpdesk is notified within three (3) business days regarding a staff member who holds a digital certificate for access to TARGET who resigns or is terminated.

(b) The Helpdesk is notified when new certificated staff needs access to TARGET data so an ID can be created.

(c) Its subcontractors and relevant Contractor staff have access to the technical assistance through the TARGET Helpdesk to keep TARGET resources operational.

(5) The Contractor may enter into a Qualified Service Organization Agreement (QSOA) with another organization to meet the Contract's TARGET reporting requirements and shall ensure section a. (1)-(4) above are included in the QSOA.

b. Data Protection

(1) The Contractor shall not share digital certificates, user ID's or passwords between staff members or other workers.

(2) The Contractor shall ensure that there is at least one trained back-up data-entry worker at the service agency throughout the Contract period.

(3) The Contractor shall ensure that the subcontractor takes due care to protect said data from unauthorized physical and electronic access.

c. Data Disposition

The data provided to DSHS shall be maintained in a secure fashion until such time as the Department determines that it should be destroyed.

d. Requirements for Patient and Client Treatment DATA

Documentation of non-compliance with any reporting requirements may result in corrective actions towards the Contractor or the withholding of funds.

The Contractor shall:

(1) Ensure that the date of first contact is entered into TARGET at least every seven (7) days.

(2) Ensure all information is included in TARGET on or before the 10th day of the month after the month in which service was provided.

(3) Require and ensure its subcontractors meet all reporting requirements.

(4) Ensure full and complete patient and client information, including but not limited to Waiting List Services, Assessment Services, and Treatment Services, are entered in TARGET.

(5) Provide special TARGET-based reports to the DSHS Contact identified on page 1 of the Contract as requested.

(6) Prior to the implementation of a new program of service, the Contractor and DSHS shall agree upon a program guidance/instruction document that will specify the process for reporting the service activity under that program.

15. Federal Block Grant Funding Requirements.

The Contractor shall comply with the following:

a. Charitable Choice (42 USC 300x-65 (see 54.8(b) and 54.8(c)(4))

(1) The Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug abuse prevention and treatment providers for funding.

(2) If the Contractor subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:

(a) Applicants/recipients for/of services shall be provided with a choice of prevention and treatment providers.

(b) The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

(c) The FBO shall report to the Contractor all referrals made to alternative providers.

(d) The FBO shall provide recipients with a notice of their rights.

(e) The FBO provides recipients with a summary of services that includes any inherently religious activities.

(f) Funds received from the federal block grant must be segregated in a manner consistent with Federal regulations.

(g) No funds may be expended for religious activities.

(3) If the Contractor subcontracts with FBOs, the Contractor shall supply in their State annual reports the number of referrals made to alternative providers by FBOs.

(4) DSHS shall notify the Contractor if a treatment agency identifies itself as an FBO.

b. Continuing Education (42 USC 300x-28(b) and 45 CFR 96.132 (b))

The Contractor shall ensure that continuing education is provided for employees of any entity providing treatment services or prevention activities.

c. Notice of Federal Block Grant Funding Requirement

The Contractor shall:

(1) Notify subcontractors in writing of the federal funds, when federal block grant funds are allocated by the Contractor to subcontractors for the delivery of services and activities under this Contract.

(2) Ensure all subcontractors comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. (OMB A-133)

d. Peer Review Required (42 USC 300x-53 (a) and 45 CFR 96.136)

The SAPT Block Grant requires annual peer reviews by individuals with expertise in the field of drug abuse treatment, of at least five percent of treatment providers. The Contractor and subcontractors shall participate in the peer review process when requested by DSHS.

e. Identical Treatment

All facilities receiving Federal Block Grant Funding are required to provide the same services to all patients who are financially eligible to receive state or federal assistance and are in need of services. No distinction shall be made between state and federal funding when providing the following services including, but not limited to:

(1) Women's services

(2) Intravenous drug user services

(3) Tuberculosis services

(4) HIV services

(5) Childcare services for parenting patients

(6) Interim services

16. Other Requirements.

a. Collaboration with other Systems (42 USC 300x-28 (c) and 45 CFR 96.132 (c))

The Contractor shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships by addressing at least one substance abuse system issue or a collaborative effort mutually identified by the Contractor and a respective system regarding such as the examples below:

(1) Treatment issues or efforts, examples of such systems are criminal justice, corrections, juvenile rehabilitation, mental health, child protection and welfare, adult protection and welfare, and primary health care plans

(2) Prevention issues or efforts, examples of such systems are education, juvenile justice, and other publicly-funded entities promoting substance abuse prevention

b. Access to Services

The Contractor shall ensure that treatment services to eligible persons are not denied to any person regardless of:

(1) The person's drug(s) of choice.

(2) The fact that a patient is taking medically-prescribed medications.

(3) The fact that that a person is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.

(4) Washington State resident's County of residence. The Contractor shall, subject to available funds and service availability, serve all eligible Washington State residents who may be transient and require services.

c. Employee Education about False Claims Recovery

If the Contractor makes or receives payments under Title-XIX (Medicaid) of at least $5,000,000 annually the Contractor shall:

(1) Establish written policies for all employees and subcontractors that provide detailed information about the False Claims Act established in section 1902(a)(68)(A) of the Social Security Act.

(2) Include detailed information about the Contractor's policies and procedures for detecting and preventing waste, fraud, and abuse.

(3) Include a specific discussion of the laws described in the written policies in the Contractor's employee handbook there is one. The discussion shall emphasize the right of employees to be protected as whistleblowers and include a specific discussion of the Contractor's policies and procedures for detecting and preventing fraud, waste, and abuse.

d. Services and Activities to Ethnic Minorities and Diverse Populations

The Contractor shall:

(1) Ensure all services and activities provided by the Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.

(2) Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services as identified in their needs assessment.

(3) Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall require its subcontractors to adhere to these requirements.

(4) Report in narrative form, in their State annual report, the actions taken with the identified populations and its relationships with other agencies, The Contractor shall also describe the activities undertaken and the success of their actions.

e. Single Source Funding

The Contractor shall ensure

(1) Subcontractors understand that Single Source funding means that a subcontractor can use only one source of funds at any given time.

(2) All treatment services provided to an individual patient during any one period of time must be funded from a sole source of funds under this Contract.

(3) The funding designated by the treatment subcontractor in TARGET defines the single source of funds to be used to fund the treatment services provided to an individual patient.

17. Audit Requirements

If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the DSHS Contact a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.